



JONATHAN E. FIELDING, M.D., M.P.H.
Director and Health Officer

JONATHAN E. FREEDMAN
Chief Deputy Director

313 North Figueroa Street, Room 808
Los Angeles, California 90012
TEL (213) 240-8117 • FAX (213) 975-1273

www.publichealth.lacounty.gov



BOARD OF SUPERVISORS

Gloria Molina
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ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

August 03, 2010

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

15

August 3, 2010

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVAL TO ACCEPT A NOTICE OF AWARD FROM THE CENTERS FOR DISEASE
CONTROL AND PREVENTION AND TO EXECUTE A SOLE SOURCE AGREEMENT WITH IN
THE MEANTIME MEN'S GROUP, INCORPORATED
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

SUBJECT

Approval to accept grant funds from the Centers for Disease Control and Prevention to support the Department of Public Health's Evaluating Locally-Developed Homegrown HIV Prevention Interventions project, delegate authority to accept grant funds through 2015, and execute a sole source agreement with In The Meantime Men's Group to implement the MyLifeMyStyle homegrown HIV prevention intervention.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of the Department of Public Health (DPH), or his designee, to accept and execute Notice of Award (NA) Grant Number 1U01PS001573-01 (Exhibit I) in the amount of \$197,885 from the Centers for Disease Control and Prevention (CDC) to support the PS09-007 Evaluating Locally-Developed Homegrown HIV Prevention Interventions project for the period May 1, 2010 through April 30, 2011.
2. Delegate authority to the Director of DPH, or his designee, to accept and execute future awards and/or amendments that are consistent with the requirements of NA Grant Number 1U01PS001573-01 that extend the term of funding through April 30, 2015, allow for the rollover of any unspent grant funds, and/or provide for an increase or decrease in funding of up to 25 percent above each year's base award, subject to the availability of CDC funds, and review and approval by County Counsel

and the Chief Executive Office (CEO), and notification to your Board.

3. Approve and instruct the Director of DPH, or his designee, to execute a sole source agreement with In The Meantime Men's Group, Incorporated (ITMT), substantially similar to Exhibit II, to support the implementation of the MyLifeMyStyle homegrown HIV prevention intervention, effective upon execution by both parties, but no sooner than Board approval, through April 30, 2011, with provisions for four one-year automatic renewal periods through April 30, 2015, at a total annual maximum obligation of \$105,284, 100 percent offset by CDC funds, subject to the availability of funds.

4. Delegate authority to the Director of DPH, or his designee, to execute amendments to the ITMT Agreement, that allow for the rollover of unspent funds and/or increase or decrease funding up to 25 percent of each year's maximum obligation through April 30, 2015, contingent upon the availability of CDC funds, subject to review and approval by County Counsel and the CEO, and notification to your Board.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will allow DPH to accept funds from CDC to be reimbursed for the services provided to implement and evaluate a locally developed homegrown HIV prevention intervention. These funds will also support the execution of a sole source agreement with ITMT, to implement the homegrown HIV prevention intervention entitled MyLifeMyStyle.

ITMT is uniquely qualified as a sole source provider for this proposed project, not only because of the work already accomplished under the California HIV/AIDS Research Program (CHRP) funded project, but because the organization's homegrown HIV prevention intervention, MyLifeMyStyle, meets all of the specific criteria stipulated in the CDC funding opportunity. These stipulations require that the proposer collaborates with a local community-based organization (CBO) and that the CBO's intervention meets the following criteria: 1) targets high risk African American men who have sex with men (AAMSM) or Latino MSM; 2) includes substantial input from the served community; 3) CBO has been delivering the intervention for a minimum of two years; and 4) the intervention has collected prior positive process evaluation data, but has not undergone any formal or rigorous program evaluation.

This project is anticipated to establish the following: 1) an evidence-based intervention effective at reducing HIV infections among AAMSM, 2) a best-practice model to identify successful elements of already proven interventions, and 3) a model of how to build an evaluation infrastructure within an African American community-based organization.

Implementation of Strategic Plan Goals

The recommended actions support Goal 4, Health and Mental Health, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

Under this grant, DPH will receive \$197,885 from the CDC for the period of May 1, 2010 through April 30, 2011. These funds will offset the costs of salaries and employee benefits in the amount of \$53,739; operating expenses in the amount of \$133,218 (which includes \$105,284 for the sole

source agreement); and indirect expenses in the amount of \$10,928. Funding is included in DPH's Fiscal Year (FY) 2010-11 Adopted Budget and will be requested in future FYs, as necessary.

The grant will support the proposed sole source agreement with ITMT at a maximum obligation of \$105,284. Should CDC funds be made available through April 30, 2015, the agreement will be extended through that time not to exceed a maximum obligation of \$105,284 per year.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On December 19, 2008, the CDC released funding opportunity announcement RFA-PS-09-007 Evaluating Locally-Developed Homegrown HIV Prevention Interventions.

On March 3, 2009, DPH responded to the funding announcement. Initially, proposers were to be selected and begin work in August 2009. However, due to the uncertainty of funds, the CDC did not provide confirmation of awards until April 2010.

As the funding award was not confirmed until April 27, 2010, DPH could not have brought this proposed action before the Board any sooner.

County Counsel has approved Exhibit I and II as to form.

Attachment A is the Grant Management Statement for grants exceeding \$100,000.

Attachment B is the signed Sole Source Checklist.

CONTRACTING PROCESS

Based on DPH HIV Epidemiology Program's consultation with DPH's Office of AIDS Programs and Policy prior to applying for the CHRP funds in 2008, it was established that ITMT was the only local organization in Los Angeles County that had developed a homegrown and previously un-evaluated HIV prevention intervention for either AAMSM or Latino MSM in Los Angeles County. In developing the application for the CDC funding opportunity, it was further established that MyLifeMyStyle was the only locally developed, homegrown HIV prevention for AAMSM that meets all of CDC's applicant eligibility criteria. Specifically, ITMT has been implementing the MyLifeMyStyle intervention since 2006 after substantial input from the AAMSM community as stated per the eligibility criteria. Other AAMSM-focused organizations do not currently have locally developed programs that meet all required features identified in the funding announcement. Other viable Latino MSM focused organizations are implementing interventions that replicate or adapt an intervention already listed in the CDC's Updated Compendium website, and therefore do not meet the eligibility criteria.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

A homegrown intervention is an intervention that has been developed by a local CBO in close collaboration with an at-risk population in the community or communities served by the organization, has been based on behavioral theory, and aimed at reducing HIV risk behaviors. The MyLifeMyStyle homegrown group-level HIV prevention intervention project is specifically designed to reduce unprotected sex and new HIV infections among the AAMSM community.

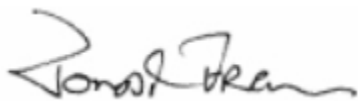
Under the sole source agreement, ITMT will implement the MyLifeMyStyle homegrown HIV prevention intervention project and be responsible for recruiting and enrolling up to 400 AAMSM participants between the ages of 18 and 29. Upon consenting to participate, participants will complete a 45-minute, self-administered computerized baseline survey. Participants will be randomly assigned to either the intervention or control group. The intervention group will participate in three group sessions with up to 12 participants over a three-week period. The control group will be wait-listed and will not receive the intervention sessions until six months after consenting to participate. The sessions will cover a range of topics, including: safer sex negotiation; healthy sexual choices; disclosure; HIV transmission; and risk reduction strategies. ITMT will be responsible for coordinating HIV testing services for program participants and implementing quality assurance measures throughout the implementation of the MyLifeMyStyle project.

Three and six months after participation in the sessions, both intervention and control participants will complete a computerized follow-up questionnaire to identify and compare changes in sexual behavior. ITMT, in collaboration with DPH, will compare baseline survey data to the three- and six-month follow-up data across both the intervention and control group. The data collected will be analyzed to assess the effectiveness of the three group sessions to reduce HIV risk behaviors. The findings from the project will be presented by ITMT and DPH to local and national HIV prevention, planning, and policy groups as well as to academic and scientific audiences. A final report will be submitted to the CDC.

DPH's HIV Epidemiology Program has been working with ITMT since November 2008 to obtain funding to conduct a scientifically rigorous evaluation of their MyLifeMyStyle intervention. Funding was obtained in August 2009 from CHRP to conduct a small-scale randomized controlled trial to evaluate MyLifeMyStyle's efficacy to reduce HIV transmission among 200 study participants over a three-year study period. This smaller-scale randomized controlled trial actually helped DPH leverage the larger CDC grant opportunity because of the establishment of a prior working relationship between DPH and ITMT.

DPH routinely conducts epidemiological research among groups at high risk for HIV acquisition and transmission in Los Angeles County. These grant funds will also support three existing HIV Epidemiology staff positions at various percentages of time; the remaining percentage of time will be covered by other grant-funded projects. The three positions supported by these grant funds include: 1) one Supervising Epidemiologist at 25 percent, who directs the scientific aspects of the project including developing baseline and follow-up data collection instruments for audio computer-assisted self-interviews, developing the computerized randomization program, training, and supervising the implementation of the project; and 2) two Epidemiologists, at 5 percent and 10 percent, who will coordinate and monitor day-to-day activities and cost-effectiveness measures of the project including data management and analysis of project and cost-effectiveness data. The Epidemiologists will also assist the Supervising Epidemiologist in preparing the project's operations manual and program evaluation materials.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "Jonathan E. Fielding". The signature is fluid and cursive, with a large initial "J" and a long, sweeping underline.

JONATHAN E. FIELDING, M.D., M.P.H.
Director and Health Officer

JEF:srp

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors



Grant Number: 1U01PS001573-01

Principal Investigator(s):

Trista A. Bingham, PHD

Project Title: PS09-007 Evaluating Locally-Developed Homegrown HIV Prevention Interventions

Douglas M. Frye, MD
LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
Director, HIV Epidemiology Program
1920 Commonwealth Avenue, Suite 1920
Los Angeles, CA 90005

Award e-mailed to: mgreen@ph.lacounty.gov

Budget Period: 05/01/2010 – 04/30/2011

Project Period: 05/01/2010 – 04/30/2015

Dear Business Official:

The Centers for Disease Control and Prevention hereby awards a grant in the amount of \$197,885 (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to LOS ANGELES DEPARTMENT OF PUBLIC HEALTH in support of the above referenced project. This award is pursuant to the authority of 42 USC 241 31 USC 6305 & 6306 and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Acceptance of this award including the "Terms and Conditions" is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

If you have any questions about this award, please contact the individual(s) referenced in Section IV.

Sincerely yours,

Angie Tuttle
Grants Management Officer
Centers for Disease Control and Prevention

Additional information follows

SECTION I – AWARD DATA – 1U01PS001573-01**Award Calculation (U.S. Dollars)**

Salaries and Wages	\$36,549
Fringe Benefits	\$17,190
Personnel Costs (Subtotal)	\$53,739
Consultant Services	\$21,162
Supplies	\$1,432
Travel Costs	\$1,500
Other Costs	\$3,840
Consortium/Contractual Cost	\$105,284

Federal Direct Costs	\$186,957
Federal F&A Costs	\$10,928
Approved Budget	\$197,885
Federal Share	\$197,885
TOTAL FEDERAL AWARD AMOUNT	\$197,885

AMOUNT OF THIS ACTION (FEDERAL SHARE) **\$197,885**

Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project.

02	\$197,885
03	\$197,885
04	\$197,885
05	\$197,885

Fiscal Information:

CFDA Number: 93.941
EIN: 1956000927A1
Document Number: UPS001573A

IC	CAN	2010	2011	2012	2013	2014
PS	9391191	\$197,885	\$197,885	\$197,885	\$197,885	\$197,885

SUMMARY TOTALS FOR ALL YEARS			
YR	THIS AWARD	CUMULATIVE TOTALS	
1	\$197,885	\$197,885	
2	\$197,885	\$197,885	
3	\$197,885	\$197,885	
4	\$197,885	\$197,885	
5	\$197,885	\$197,885	

Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project

CDC Administrative Data:

PCC: / OC: 4141 / **Processed:** NATIONA 04/26/2010

SECTION II – PAYMENT/HOTLINE INFORMATION – 1U01PS001573-01

For payment information see Payment Information section in Additional Terms and Conditions.

INSPECTOR GENERAL: The HHS Office Inspector General (OIG) maintains a toll-free number (1-800-HHS-TIPS [1-800-447-8477]) for receiving information concerning fraud, waste or abuse under grants and cooperative agreements. Information also may be submitted by e-mail to hhtips@oig.hhs.gov or by mail to Office of the Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington DC 20201. Such reports are treated as sensitive material and submitters may decline to give their names if they

SECTION III – TERMS AND CONDITIONS – 1U01PS001573-01

This award is based on the application submitted to, and as approved by, CDC on the above-titled project and is subject to the terms and conditions incorporated either directly or by reference in the following:

- a. The grant program legislation and program regulation cited in this Notice of Award.
- b. The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award.
- c. 45 CFR Part 74 or 45 CFR Part 92 as applicable.
- d. The HS Grants Policy Statement, including addenda in effect as of the beginning date of the budget period.
- e. This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

Treatment of Program Income:

Additional Costs

SECTION IV – PS Special Terms and Conditions – 1U01PS001573-01

Funding Opportunity Announcement Number (FOA): PS09-007

Award Number: 1 U01 PS001573-01

Approval List Number: C0067R10

ADDITIONAL TERMS AND CONDITIONS OF THIS AWARD

Note 1. INCORPORATION: Funding Opportunity Announcement Number PS09-007 titled, Evaluating Locally-Developed (Homegrown) HIV Prevention Interventions for African-American and Hispanic/Latino Men Who Have Sex With Men (MSM); additional requirements; the application dated March 3, 2009, the budget discussion between Los Angeles County Department of Public Health (Dr. Trista Bingham and Dr. Douglas Frye) and CDC (Dr. Andy Hopkins, Dr. Jeff Herbst, Dr. Carolyn Guenther-Gray, Dr. Debbie Gelaude, Dr. Tom Painter, Dr. Amy Fasula, Dr. Jocelyn Patterson and Ms. Angie Tuttle), and the revised budget submitted by e-mail dated March 26, 2010, are made a part of this award by reference.

Note 2. RESPONSE TO THE SUMMARY STATEMENT: Attached to this Notice of Award is a Summary Statement of the application. A response to the Recommendations and Weaknesses within the Summary Statement must be submitted to the Grants Management Specialist no later than June 1, 2010. Failure to respond to could result in enforcement actions, including withholding of funds or termination.

Note 3. APPROVED FUNDING: Funding in the amount of \$197,885 is approved for the Year 01 budget period, which is May 1, 2010, through April 30, 2011. All funding for future years is based on satisfactory programmatic progress and availability of funds.

Note 4. HUMAN SUBJECTS NOTICE: Under governing regulations, federal funds administered by the Department of Health and Human Services shall not be expended for research involving human subjects, and individuals shall not be enrolled in such research, without prior approval by the Office for Human Research Protections (OHRP) of an assurance to comply with the requirements of 45 CFR 46 to protect human research subjects. Whenever an institution receives funding from a DHHS agency award to support such research, the awardee institution bears the ultimate responsibility for protecting human subjects under the award. Any restriction applies to all performance sites engaged in human subject research, whether domestic, foreign, or international without OHRP-approved assurances. Compliance for all performance sites must be ensured by the awardee.

a. IRB approval must be provided to the grants management specialist for the following research sites:

LA County Dept. of Health Services, FWA #00000071, expires March 17, 2013

In The Meantime Men's Group, Los Angeles, CA, FWA #_____, expires

b. **NOTICE OF CDC INSTITUTIONAL REVIEW BOARD (IRB) APPROVAL:** It has been determined that this requirement will involve participation by CDC investigators in the research activities; therefore, the CDC IRB is required to approve the protocol prior to beginning any tasks or using Federal funds that involve human subjects. Once the CDC IRB approval of the protocol is rendered, the Grants Management Officer will provide written notification removing the award restriction.

c. **HUMAN SUBJECT FUNDING RESTRICTION:** Research involving human subjects cannot begin until a copy of the IRB approval letter for each of the sites conducting research is submitted to the Grants Management Specialist. A funding restriction in the amount of \$4,947 has been placed on this award pending IRB approvals. Restrictions are specifically applied to the following: All research activities associated with participant recruitment, surveys, and data collection of this project.

Note 5. INDIRECT COSTS: Indirect Cost Rates are based on the provisional indirect cost proposal dated June 12, 2009. Re-budgeting (re-directing) from direct costs or using carryover funds to accommodate a rate increase is not allowable. Indirect Cost/Facilities and Administration Rates for subcontracts will be treated in the same manner as those for the awardee.

Provisional Rate, Effective Period: 06/01/09 through until amended
Rate: 29.90%, Location: Community, Applicable to: Research
Base: Consisting of total base salaries and wages.

Note 6. PROGRAM INCOME: Any program income generated under this cooperative agreement will be used in accordance with the additional cost alternative. The disposition of program income must have written prior approval from the Grants Management Officer.

Additional Costs Alternative--Used for costs that are in addition to the allowable costs of the project for any purposes that further the objectives of the legislation under which the cooperative agreement was made. General program income subject to this alternative shall be reported on lines 10r and 10s, as appropriate, of the FSR (Long Form).

Note 7. REPORTING REQUIREMENTS:

a. **Annual Financial Status Report (FSR, SF 269 or SF 269A):** The FSR for this budget period is due to the Grants Management Specialist by July 30, 2011. Reporting timeframe is May 1, 2010, through April 30, 2011. The FSR should only include those funds authorized and actually expended during the timeframe covered by the report. If the FSR is not finalized by the due date, an interim FSR must be submitted, marked ?not? final, and an amount of unliquidated obligations should be annotated to reflect unpaid expenses. Electronic versions of the form can be downloaded into Adobe Acrobat and completed on-line by visiting: <http://www.whitehouse.gov/omb/grants/sf269a.pdf>.

b. **Progress Reporting: ANNUAL PROGRESS REPORTING:** Annual progress reports are a requirement of this program, due 90 days following the end of each budget period.

i. The Interim Progress Report (IPR) will serve as the non-competing continuation application. IPR reporting timeframe is May 1, 2010, through November 30, 2010. A due date and specific IPR guidance will be provided by e-mail and letter at a later date.

ii. The Annual Progress Report (APR) will be due 90 days after the end of the budget period, July 30, 2011. APR programmatic guidance will be provided at a later date by e-mail and letter. Reporting timeframe is: May 1, 2010, through April 30, 2011.

Note 8. HIV PROGRAM REVIEW PANEL REQUIREMENT: All written materials, audiovisual materials, pictorials, questionnaires, survey instruments, websites, educational curricula and other relevant program materials have to be reviewed and approved by an established program review panel. A list of reviewed materials and approval dates must be submitted to the CDC Grants Management Specialist.

Note 9. CORRESPONDENCE: ALL correspondence (including emails and faxes) regarding this award must be dated, identified with the AWARD NUMBER as shown at the top right of this page, and include a point of contact (name, phone, fax, and email). All correspondence should be addressed to the Grants Management Specialist.

Note 10. PRIOR APPROVAL: All requests, which require prior approval, must bear the signature of an authorized official of the business office of the grantee organization as well as the principal investigator or program or project director named on this notice of award. The request must be postmarked no later than 120 days prior to the end date of the current budget period. Any requests received that reflect only one signature will be returned to the grantee unprocessed. Additionally, any requests involving funding issues must include an itemized budget and a narrative justification of the request.

Prior approval is required but is not limited to the following types of requests: 1) Use of unobligated funds from prior budget period (Carryover); 2) Lift funding restriction, withholding, or disallowance, 3) Redirection of funds, 4) Change in Contractor/Consultant; 5) Supplemental funds; 6) Response to Technical Review, or 7) Change in Key Personnel.

Note 11. KEY PERSONNEL: In accordance with 45 CFR Part 92, CDC recipients shall obtain prior approval from CDC for (1) Change in the project director or principal investigator or other key persons specified in the application or award document, and (2) the absence for more than three months, or a 25 percent reduction in time devoted to the project, by the approved project director or principal investigator.

Note 12. INVENTIONS: Acceptance of grant funds obligates recipients to comply with the standard patent rights clause in 37 CFR 401.14.

Note 13. PUBLICATIONS: Publications, journal articles, etc. produced under a CDC grant support project must bear an acknowledgment and disclaimer, as appropriate, such as:

?This publication (journal article, etc.) was supported by the Cooperative Agreement Number above from The Centers for Disease Control and Prevention. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Centers for Disease Control and Prevention.?

Note 14. CONFERENCE DISCLAIMER AND USE OF LOGOS:

Disclaimer: Where a conference is funded by a grant or cooperative agreement, a subgrant or a contract the recipient must include the following statement on conference materials, including promotional materials, agenda, and Internet sites:

Funding for this conference was made possible (in part) by the cooperative agreement award number above from the Centers for Disease Control and Prevention. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Department of Health and Human Services; nor does mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government.

Logos: Neither the HHS nor the CDC logo may be displayed if such display would cause confusion as to the source of the conference or give the false appearance of Government endorsement. A non-federal entity's unauthorized use of the HHS name or logo is governed by U.S.C. 1320b-10, which prohibits the misuse of the HHS name and emblem in written communication. The appropriate use of the HHS logo is subject to the review and approval of the Office of the Assistant Secretary for Public Affairs (OASPA). Moreover, the Office of the Inspector General has authority to impose civil monetary penalties for violations (42 C.F.R. Part 1003). Neither the HHS nor the CDC logo can be used on conference materials, under a grant, cooperative agreement, contract or co-sponsorship agreement without the expressed, written consent of either the Project Officer or the Grants Management Officer. It is the responsibility of the grantee (or recipient of funds under a cooperative agreement) to request consent for the use of the logo in sufficient detail to assure a complete depiction and disclosure of all uses of the Government logos, and to assure that in all cases of the use of Government logos, the written consent of either the Project Officer or the Grants Management Officer has been received.

Note 15. EQUIPMENT AND PRODUCTS: To the greatest extent practicable, all equipment and products purchased with CDC funds should be American-made. CDC defines equipment as Tangible non-expendable personal property (including exempt property) charged directly to an award having a useful life of more than one year AND an acquisition cost of \$5,000 or more per unit. However, consistent with recipient policy, a lower threshold may be established. Please provide the information to the Grants Management Officer to establish a lower equipment threshold to reflect your organization's policy.

Note 16. **ACKNOWLEDGMENT OF FEDERAL SUPPORT:** When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all awardees receiving Federal funds, including and not limited to State and local governments and recipients of Federal research grants, shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

Note 17. **INSPECTOR GENERAL:** The HHS Office Inspector General (OIG) maintains a toll-free number (1-800-HHS-TIPS [1-800-447-8477]) for receiving information concerning fraud, waste or abuse under grants and cooperative agreements. Information also may be submitted by e-mail to hhstips@oig.hhs.gov or by mail to Office of the Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington DC 20201. Such reports are treated as sensitive material and submitters may decline to give their names if they choose to remain anonymous. This note replaces the Inspector General contact information cited in previous notice of award.

Note 18. **PAYMENT INFORMATION: Automatic Drawdown--**
Payment under this award will be made available through the Department of Health and Human Services (HHS) Payment Management System (PMS). PMS is administered by the Division of Payment Management, Program Support Center, HHS. PMS will forward the DHHS Manual for Recipients Financed Under the Payment Management System (PMS), PMS-270 and PMS-272 forms.

a. PMS correspondence, mailed through the U.S. Postal Service, should be addressed as follows: Division of Payment Management, FMS/PSC/HHS, P.O. Box 6021, Rockville, MD 20852.

b. If a carrier other than the U.S. Postal Service is used, such as United Parcel Service, Federal Express, or other commercial service, the correspondence should be addressed as follows: Division of Payment Management, FMS/PSC/HHS, Rockwall Building #1, Suite 700, 11400 Rockville Pike, Rockville, MD 20852.

To expedite your first payment from this award, attach a copy of the Notice of Grant/Cooperative Agreement to your payment request form.

Note 19. **AUDIT REQUIREMENT:** An organization that expends \$500,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of OMB Circular A-133, Audit of States, Local Governments, and Non-Profit Organizations. The audit must be completed along with a data collection form, and the reporting package shall be submitted within the earlier of 30 days after receipt of the auditor's report(s), or nine months after the end of the audit period. The audit report must be sent to: Federal Audit Clearing House, Bureau of the Census, 1201 East 10th Street, Jeffersonville, IN 47132. Should you have questions regarding the submission or processing of your Single Audit Package, contact the Federal Audit Clearinghouse at: (301) 763-1551, (800) 253-0696 or email: govs.fac@census.gov

The grantee is to ensure that the sub-recipients receiving CDC funds also meet these requirements (if total Federal grant or cooperative agreement funds received exceed \$500,000). The grantee must also ensure that appropriate corrective action is taken within six months after receipt of the sub-recipient audit report in instances of non-compliance with Federal law and regulations. The grantee is to consider whether sub-recipient audits necessitate adjustment of the grantee's own accounting records. If a sub-recipient is not required to have a program-specific audit, the Grantee is still required to perform adequate monitoring of sub-recipient activities. The grantee is to require each sub-recipient to permit independent auditors to have access to the sub-recipient's records and financial statements. The grantee should include this requirement in all sub-recipient contracts.

Note 20. **CDC CONTACT NAMES:**

Business and Grants Policy Contact:

Angie Tuttle, Grants Management Specialist
Centers for Disease Control, PGO, Branch I
2920 Brandywine Road, Mail Stop E-15

Atlanta, GA 30341-4146
Telephone: (404) 639-2863
Fax: (404) 639-2868
Email: AEN4@cdc.gov

Programmatic and Technical Contacts:

Dr. Andrew Hopkins, Extramural Programs Project Officer
Centers for Disease Control and Prevention
Office of Infectious Diseases
12 Corporate Square Blvd, Mail Stop E-60
Atlanta, GA 30329
Telephone: (404) 498-2207
Fax: (404) 498-2626
Email: AMH7@cdc.gov

Dr. Amy Fasula, Co-Project Officer
Centers for Disease Control and Prevention
Division of HIV/AIDS Prevention
8 Corporate Blvd, Mail Stop E-37
Atlanta, GA 30329
Telephone: (404) 639-2902
Fax: (404) 639-1950
Email: EVY6@cdc.gov

STAFF CONTACTS

Grants Management Specialist: Angie Tuttle
Centers for Disease Control and Prevention (CDC)
Procurement and Grants Office
2920 Brandywine Road, MS E-15
Atlanta, GA 30341
Email: atuttle@cdc.gov **Phone:** (770) 488-2863 **Fax:** (770) 488-2868

Program Official: Andrew S Hopkins
Center for Disease Control and Prevention
CCID
1600 Clifton Road, MS. E-60
Atlanta, GA 30333
Email: ahopkins@cdc.gov **Phone:** 404-498-2207 **Fax:** 404-498-2626

Grants Management Officer: Angie Tuttle
Centers for Disease Control and Prevention (CDC)
Procurement and Grants Office
2920 Brandywine Road, MS E-15
Atlanta, GA 30341
Email: atuttle@cdc.gov **Phone:** (770) 488-2863 **Fax:** (770) 488-2868

SPREADSHEET SUMMARY

GRANT NUMBER: 1U01PS001573-01

INSTITUTION: LOS ANGELES CNTY OFF OF AIDS PROGS & POL

Budget	Year 1	Year 2	Year 3	Year 4	Year 5
Salaries and Wages	\$36,549				
Fringe Benefits	\$17,190				
Personnel Costs (Subtotal)	\$53,739				
Consultant Services	\$21,162				
Supplies	\$1,432				

Travel Costs	\$1,500				
Other Costs	\$3,840				
Consortium/Contractual Cost	\$105,284				
TOTAL FEDERAL DC	\$186,957	\$197,885	\$197,885	\$197,885	\$197,885
TOTAL FEDERAL F&A	\$10,928				
TOTAL COST	\$197,885	\$197,885	\$197,885	\$197,885	\$197,885

Contract No. _____

MYLIFEMYSTYLE HOMEGROWN
HIV PREVENTION INTERVENTION AGREEMENT

THIS AGREEMENT is made and entered into this _____ day
of _____, 2010,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

IN THE MEANTIME MEN'S GROUP,
INCORPORATED (hereafter "Contractor").

WHEREAS, California Health and Safety Code Section 101025 places upon
County's Board of Supervisor ("Board"), the duty to preserve and protect the public's
health; and

WHEREAS, California Health and Safety Code Section 101000 requires County's
Board to appoint a County Health Officer, who is also the Director of County's
Department of Public Health ("DPH" or "Department"), to provide services directed
toward the prevention or mitigation of chronic diseases within the jurisdiction of County;
and

WHEREAS, term "Director" as used herein refers to the County's Director of
DPH, or his duly authorized designee; (hereafter jointly referred to as "Director"); and

WHEREAS, County is authorized by Government Code Section 53703 et seq., to
do all acts necessary to participate in any federal program whereby federal funds are

granted to County for purposes of health, education, welfare, and other public services described herein; and

WHEREAS, County has been granted funds from the federal Centers for Disease Control and Prevention ("CDC"), Catalog of Federal Domestic Assistance Number 93.941, to fund the Evaluating Locally-Developed Homegrown HIV Prevention Interventions project; and

WHEREAS, California Health and Safety Code Section 120175 requires the County Health Officer to take such measures as may be necessary to prevent the spread of Human Immunodeficiency Disease ("HIV") within the jurisdiction of County; and

WHEREAS, Contractor is willing and able to provide the services described herein, for in consideration of the payments under this agreement and under the terms and conditions hereafter set forth; and

WHEREAS, Contractor has a long standing commitment to the prevention of HIV, and is a recognized community leader in the fight against HIV; and

WHEREAS, Contractor agrees to abide by the requirements of the funding sources and all regulations issued pursuant thereto; and

WHEREAS, Contractor possesses the competence, expertise, and personnel to provide services contemplated hereunder; and

WHEREAS, County's DPH believes it is in the best interest of the residents of County to obtain these services by contract; and

WHEREAS, Contractor is willing to provide the services described herein for and in consideration of the payments provided under this Agreement and under the terms and conditions hereafter set forth; and

WHEREAS, County is authorized by Government Code Section 3100 to contract for these services.

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM:

A. The term of this Agreement shall be effective upon execution by both parties, but no sooner than Board approval, and shall continue, in full force and effect unless sooner canceled or terminated as provided herein through April 30, 2011. Said Agreement shall thereafter be automatically renewed for one (1) year terms for a maximum of four (4) years, without further action by the parties hereto, until midnight April 30, 2015.

In any event, this Agreement may be canceled or terminated at any time by either party, with or without cause, upon the giving of at least thirty (30) calendar days' prior written notice to the other. Further, County shall have the sole option to suspend the performance of services hereunder, in whole or in part, upon the giving of at least thirty (30) calendar day advance written notice to Contractor. County's notice shall set forth the extent of the suspension and the requirements for full restoration of the performance obligations.

Notwithstanding any other provision of this Paragraph, the failure of Contractor or its officers, employees, agents, or subcontractors, to comply with

any terms of this Agreement or any written directive by or on behalf of County issued pursuant hereto shall constitute a material breach hereto, and this Agreement may be terminated immediately. County's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time.

B. Contractor shall notify County when the term of this Agreement is within six (6) months of expiration, and also when the term of this Agreement is within three (3) months of expiration, as provided for hereinabove Contractor shall send the written notice to County at the address(es) provided under the Notices paragraph hereinbelow.

2. DESCRIPTION OF SERVICES:

A. Contractor shall provide services in the form as described in Exhibits "A", "B", "C", "D" and "E" (Statement of Work), which are attached hereto and incorporated herein by reference.

B. Contractor acknowledges that the quality of service(s) provided under this Agreement shall be at least equivalent to that which Contractor provides to all other clients it serves.

3. NONEXCLUSIVITY: Contractor acknowledges that it is not necessarily an exclusive provider to County of the services to be provided under this Agreement, that County has, or may enter into agreements (i.e., contracts) with other providers of said services, and that County reserves the right to itself perform the services with its own County personnel. During the term of this Agreement, Contractor agrees to provide

County with the services described in the Agreement.

4. MAXIMUM OBLIGATION OF COUNTY:

A. Effective upon execution by both parties, but no sooner than Board approval, the maximum obligation of County for services provided under this Agreement through April 30, 2011, in accordance with Exhibit "A", shall be no greater than One Hundred Five Thousand, Two Hundred Eighty-Four Dollars (\$105,284). Contractor shall use such funds only to pay for services as set forth in Schedule 1, attached hereto and incorporated herein by reference, and only to the extent that such funds are reimbursable to County, consistent with federal, State, and/or County budget reductions.

B. During the period effective May 1, 2011 through April 30, 2012, the maximum obligation of County for services provided under this Agreement in accordance with Exhibit "B", shall be no greater than One Hundred Five Thousand, Two Hundred Eighty-Four Dollars (\$105,284). Contractor shall use such funds only to pay for services as set forth in Schedule 2, attached hereto and incorporated herein by reference, and only to the extent that such funds are reimbursable to County, consistent with federal, State, and/or County budget reductions.

C. During the period effective May 1, 2012 through April 30, 2013, the maximum obligation of County for services provided under this Agreement in accordance with Exhibit "C", shall be no greater than One Hundred Five Thousand, Two Hundred Eighty-Four Dollars (\$105,284). Contractor shall use such funds

only to pay for services as set forth in Schedule 3, attached hereto and incorporated herein by reference, and only to the extent that such funds are reimbursable to County, consistent with federal, State, and/or County budget reductions.

D. During the period effective May 1, 2013 through April 30, 2014, the maximum obligation of County for services provided under this Agreement in accordance with Exhibit "D", shall be no greater than One Hundred Five Thousand, Two Hundred Eighty-Four Dollars (\$105,284). Contractor shall use such funds only to pay for services as set forth in Schedule 4, attached hereto and incorporated herein by reference, and only to the extent that such funds are reimbursable to County, consistent with federal, State, and/or County budget reductions.

E. During the period effective May 1, 2014 through April 30, 2015, the maximum obligation of County for services provided under this Agreement in accordance with Exhibit "E", shall be One Hundred Five Thousand, Two Hundred Eighty-Four Dollars (\$105,284). Contractor shall use such funds only to pay for services as set forth in Schedule 5, attached hereto and incorporated herein by reference, and only to the extent that such funds are reimbursable to County, consistent with federal, State, and/or County budget reductions.

5. BILLING AND PAYMENT:

A. County agrees to compensate Contractor in accordance with the payment structure set forth in the Exhibit(s), Attachment(s), and Schedule(s)

attached hereto and incorporated herein by reference.

B. "Provision of Services" as used in this Paragraph includes time spent performing any service activities designated in the Exhibit(s), Attachment(s), and Schedule(s) and also includes time spent on preparation for such services.

C. Original invoices shall be submitted directly to the HIV Epidemiology Program, 600 South Commonwealth, Suite 1920, Los Angeles, California 90005, on a monthly basis, no later than thirty (30) working days after the end of each calendar month.

D. In no event shall County be required to pay Contractor more, for all services provided hereunder, than the maximum obligation of County as set forth in the MAXIMUM OBLIGATION OF COUNTY paragraph of this Agreement unless otherwise revised or amended under the terms of this Agreement.

E. Contractor Expenditures Reduction Flexibility: In order for County to maintain flexibility with regard to its budget and expenditures, Contractor agrees that Director may cancel this Agreement, without cause, upon the giving of ten (10) calendar days written notice to Contractor, or, notwithstanding the ALTERATION OF TERMS Paragraph of this Agreement, Director, may, consistent with federal, State, and/or County budget reductions, renegotiate the scope, maximum obligation and budget of this Agreement via an administrative amendment executed by Director and Contractor.

F. Monthly Billing: Contractor shall bill County monthly in arrears. All billings shall include a financial invoice and all required programmatic reports

and/or data. All billing shall clearly reflect all required information as specified on forms provided by County regarding the services for which claims are to be made. Billings shall be submitted to County within thirty (30) calendar days after the close of each calendar month. Within a reasonable period of time following receipt of a complete and correct monthly billing, County shall make payment.

6. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATION:

A. If sufficient monies are available from federal, State, or County funding sources, and upon Director's, or his authorized designee's specific written approval, County may use monies to fund the provision of additional services and pass on to Contractor an increase to the applicable County maximum obligation as payment for such services, as determined by County. For the purposes of this provision, Director's authorized designee shall be the Chief Deputy Director, Public Health. If monies are reduced by federal, State, or County funding sources, County may also decrease the applicable County maximum obligation as determined by County. Such funding changes will not be retroactive, but will apply to future services following the provision of written notice from Director to Contractor. If such increase or decrease does not exceed thirty percent (30%) per fiscal year of the applicable County maximum obligation, Director may approve such funding changes. Director shall provide prior written notice of such funding changes to Contractor upon review and approval by County Counsel and County's Chief Executive Office ("CEO"). If the increase or decrease exceeds thirty percent (30%) of the applicable County maximum obligation, approval by

the County's Board of Supervisors shall be required. Any such change in any County maximum obligation shall be effected by an amendment to this Agreement pursuant to the ALTERATION OF TERMS Paragraph of this Agreement.

B. County and Contractor shall review Contractor's expenditures and commitments to utilize any funds, which are specified in this Agreement for the services hereunder and which are subject to time limitations as determined by Director, midway through each County fiscal year during the term of this Agreement, midway through the applicable time limitation period for such funds if such period is less than a County fiscal year, and/or any other time or times during each County fiscal year as determined by Director. At least fifteen (15) calendar days prior to each such review, Contractor shall provide Director with a current update of all of Contractor's expenditures and commitments of such funds during such fiscal year or other applicable time period.

If County determines from reviewing Contractor's records of service delivery and billings to County, that a significant underutilization of funds provided under this Agreement will occur over its term, Director or County's Board of Supervisors may either move such funds to an Exhibit, Schedule, and/or budget or measurable objective category in this Agreement where such funds can be more effectively used by Contractor, or reduce the applicable County maximum obligation for services provided hereunder and reallocate such funds to other providers. Director may reallocate a maximum of thirty percent (30%) of the

applicable County maximum obligation or One Hundred Thousand Dollars (\$100,000), whichever is greater. Director shall provide written notice of such reallocation to Contractor and to County's CEO. Reallocation of funds in excess of the aforementioned amounts shall be approved by County's Board of Supervisors. Any change in any County maximum obligation shall be effected by an amendment to this Agreement pursuant to the ALTERATION OF TERMS Paragraph of this Agreement.

7. COST REPORT:

A. For each year, or portion thereof, that this Agreement is in effect, Contractor shall provide to County's DPH – HIV Epidemiology Program ("HEP") an annual cost report within thirty (30) calendar days following the close of the contract period. Such cost report shall be prepared in accordance with general accepted accounting principles, costs, report forms, and instructions provided by County.

B. If this Agreement is terminated prior to the close of the contract period, the annual cost report shall be for that Agreement period which ends on the termination date. The report shall be submitted within thirty (30) calendar days after such termination date to County's DPH – HEP.

C. The primary objective of the annual cost report shall be provided to County with actual expenditure(s) data for the contract period that shall serve as the basis for determining final amounts due to/from Contractor.

D. If the Annual Cost Report is not delivered by Contractor to County

within the specified time, Director may withhold all payments to Contractor under all service agreements between County and Contractor until such report is delivered to County and/or may make a final determination of amounts due to/from Contractor on the basis of the last monthly billing received.

8. COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS: Notwithstanding any other provision of this Agreement, County shall not be obligated for services performed hereunder, or by any provision of this Agreement, during any of County's future July 1 - June 30 fiscal years unless and until County's Board of Supervisors appropriates funds for this Agreement in County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall be deemed to have terminated as of June 30 of the last County fiscal year for which funds were appropriated. Director shall notify Contractor in writing of such non-appropriation of funds at the earliest possible date.

9. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT: Contractor acknowledges that no services shall be provided beyond the expiration date of this Agreement even if such services were requested by County. Contractor shall have no claim against County for the payment of any monies or reimbursements of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/ termination of this Agreement shall not constitute a waiver of County's

right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

10. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

11. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES: Without limiting Contractor's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraph 11 and Paragraph 12 of this Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Agreement.

A. Evidence of Coverage and Notice to County: A certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability

policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.

Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.

Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its National Association of Insurance Commissioners ("NAIC") identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding Fifty Thousand Dollars (\$50,000), and list any County required endorsement forms.

Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles

Department of Public Health
HIV Epidemiology Program
600 South Commonwealth Avenue, Suite 1920
Los Angeles, California 90005

Attention: Director

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

B. Additional Insured Status and Scope of Coverage: The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its

Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

C. Cancellation of Insurance: Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to County in event of cancellation for non-payment of premium.

D. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

E. Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A: VII unless otherwise approved by County.

F. Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County

maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

G. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

H. Sub-Contractor Insurance Coverage Requirements: Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

I. Deductibles and Self-Insured Retentions (SIRs): Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond

shall be executed by a corporate surety licensed to transact business in the State of California.

J. Claims Made Coverage: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

K. Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

L. Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard Insurance Services Office, Inc., (ISO), separation of insureds provision with no insured versus insured exclusions or limitations.

M. Alternative Risk Financing Programs: The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

N. County Review and Approval of Insurance Requirements: The County reserves the right to review and adjust the Required Insurance

provisions, conditioned upon County's determination of changes in risk exposures.

12. INSURANCE COVERAGE REQUIREMENTS:

A. Commercial General Liability: Insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate: \$2 Million

Products/Completed Operations Aggregate: \$1 Million

Personal and Advertising Injury: \$1 Million

Each Occurrence: \$1 Million

B. Automobile Liability: Insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than One Million Dollars (\$1,000,000) on for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

C. Workers Compensation and Employers' Liability: Insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than One Million Dollars (\$1,000,000) per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a Professional Employer Organization ("PEO"), coverage also shall include an Alternate Employer

Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01: a) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

D. Professional Liability/Errors and Omissions: Insurance covering Contractor's liability arising from or related to this Agreement, with limits of not less than \$1 million per claim and Two Million Dollars (\$2,000,000) aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

13. DELEGATION AND ASSIGNMENT:

A. Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without prior written consent of County, in its discretion, and any attempted assignment or delegation without such prior County consent shall be null and void. For purposes of this Subparagraph, County consent shall require a written amendment to this Agreement which is formally approved and executed by the parties. Any payments by County to any approved assignee or delegate on any claim under

this Agreement shall be deductible, at County's sole discretion, against the claims, which Contractor may have against County.

B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such transfer, sale, exchange, assignment, or divestment is effected in such way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

C. If any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, delegation, subcontract, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of this Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

14. SUBCONTRACTING:

A. For purposes of this Agreement, all subcontracts must first be approved in writing by Director. Contractor's written request to Director for

approval to enter into a subcontract shall be made at least thirty (30) calendar days prior to the subcontractor's proposed effective date, and shall include:

(1) Identification of the proposed subcontractor, (who shall be licensed as appropriate for provision of subcontract services), and an explanation of why and how the proposed subcontractor was selected, including the degree of competition involved.

(2) A detailed description of the services to be provided by the subcontract.

(3) The proposed subcontract amount and manner of compensation, if any, together with Contractor's cost or price analysis thereof.

(4) A copy of the proposed subcontract. (Any later modification of such subcontract shall take the form of a formally written subcontract amendment which also must be approved in writing by Director in the same manner as described above, before such amendment is effective.)

(5) Any other information and/or certification(s) requested by Director.

B. Director shall review Contractor's request to subcontract and shall determine, in his/her sole discretion, whether or not to consent to such a request on a case-by-case basis.

C. Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not

relieve Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors. Further, Director's approval of any subcontract shall also not be construed to limit in any way, any of County's rights or remedies contained in this Agreement.

D. In the event that Director consents to any subcontracting, Contractor shall be solely liable and responsible for any and all payments or other compensation to all subcontractors, and their officers, employees, and agents.

E. In the event that Director consents to any subcontracting, such consent shall be subject to County's right to terminate, in whole or in part, any subcontract at any time upon written notice to Contractor when such action is deemed by County to be in its best interest. County shall not be liable or responsible in any way to Contractor, or any subcontractor, or to any officers, employees, or agents, of Contractor, or any subcontractor, for any liability, damages, costs, or expenses, arising from or related to County's exercising of such a right.

F. Subcontracts shall contain the following provision: "This agreement is a subcontract under the terms of a prime Agreement with the County of Los Angeles and shall be subject to all of the provisions of such prime agreement." Further, Contractor shall also reflect as subcontractor requirements in the subcontract form all of the requirements of the INDEMNIFICATION, GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES , INSURANCE

COVERAGE REQUIREMENTS , COMPLIANCE WITH APPLICABLE LAW , CONFLICT OF TERMS , and ALTERATION OF TERMS paragraphs of the body of this Agreement, and, all of the provisions of the Additional Provisions attachment.

Contractor shall deliver to Director a fully executed copy of each subcontract entered into by Contractor, as it pertains to the provision of services under this Agreement, on or immediately after the effective date of the subcontract, but in no event, later than the date any services are to be performed under the subcontract.

G. Director is hereby authorized to act for and on the behalf of County pursuant to this Paragraph, including but not limited to, consenting to any subcontracting.

15. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with the requirements of all federal, State, and local laws, ordinances, regulations, rules, guidelines, and directives, applicable to its performance hereunder. To the extent there is any conflict between federal and State or local laws, the former shall prevail.

Any reference to a specific statute, regulation, or any other document not prepared by County is deemed to include a reference to any amendment thereto as of the effective date of such amendment; further, this Agreement shall be interpreted and the parties' duties and obligations under this Agreement shall be consistent with any amendment to any applicable statute, regulation or other

document not prepared by County which occurs after the effective date of the Agreement.

B. Contractor shall indemnify and hold harmless County from and against any and all loss, damage, liability, or expense resulting from any violation on the part of Contractor, its officers, employees, or agents, of such federal, State, or local laws, regulations, guidelines, or directives.

16. ADDITIONAL PROVISIONS: Attached hereto and incorporated herein by reference, is a document labeled Additional Provisions, of which the terms and conditions therein contained are part of this Agreement.

17. CONSTRUCTION: To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Agreement, they shall be deemed a part of the operative provisions of this Agreement and are fully binding upon the parties.

18. CONFLICT OF TERMS: To the extent that there exists any conflict or inconsistency between the language of this Agreement (including its Additional Provisions), and that of any Exhibit(s), Attachment(s), and any other documents incorporated herein by reference, the language found within this Agreement shall govern and prevail.

19. ALTERATION OF TERMS: The body of this Agreement (including its Additional Provisions) and any Exhibit(s), and/or Attachment(s) attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this

Agreement, whether by written or verbal understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties in the same manner as this Agreement.

20. CONTRACTOR'S OFFICES: Contractor's office is located at 4067 West Pico Boulevard, Los Angeles, California 90019. Contractor's business telephone number is (323) 733-4868, facsimile/FAX number is (323) 733-4877, and electronic mail is inthemeanmimen@aol.com. Contractor shall notify County, in writing, of any changes made to its business address, business telephone number and/or facsimile/FAX number as listed herein, or any other business address, business telephone number and/or facsimile/FAX number used in the provision of services herein, at least ten (10) calendar days prior to the effective date(s) thereof.

21. NOTICES: Notices hereunder shall be in writing and may either be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, attention to the parties at the addresses listed below. Director is authorized to execute all notices or demands which are required or permitted by County under this Agreement. Addresses and parties to be notified may be changed by providing at least ten (10) business day's prior written notice to the other party.

A. Notices to County shall be addressed as follows:

- (1) Department of Public Health
Contracts and Grants Division
313 North Figueroa Street, Sixth Floor-West
Los Angeles, California 90012-2659

Attention: Division Chief

(2) Department of Public Health
HIV Epidemiology Program
600 South Commonwealth, Suite 1920
Los Angeles, California 90005

Attention: Director

B. Notices to Contractor shall be addressed as follows:

In The Meantime Men's Group, Inc.
P.O. Box 29861
Los Angeles, California 90024-0861

Attention: Jeffery C. King, Executive Director

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Director, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Jonathan E. Fielding, M.D., M.P.H.
Director and Health Officer

IN THE MEANTIME MEN'S GROUP, INCORPORATED
Contractor

By _____
Signature

Print Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
ANDREA SHERIDAN ORDIN
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Patricia Gibson, Acting Chief
Contracts and Grants Division

**In The Meantime Men's Group (ITMT)
MyLifeMyStyle Evaluation Project
Effective Date of Board Approval through April 30, 2011
Statement of Work**

Objective for In The Meantime Men's Group: To collaborate in the evaluation of a "home-grown" HIV prevention intervention for 18- to 29-year-old African American men who have sex with men (AAMSM) in Los Angeles County.

Measurable objectives:

1. In The Meantime Men's Group (ITMT) must serve as the community collaborator responsible for creation and delivery of the existing MyLifeMyStyle HIV prevention intervention to be evaluated in this study.
2. ITMT's Executive Director must serve as the Co-Principal Investigator (Co-PI) on the evaluation study.
3. The Co-PI must participate in a mandatory Principal Investigators' meeting in Atlanta and weekly CDC conference calls.
4. ITMT must work with the HIV Epidemiology Program (HEP) to refine their home-grown HIV prevention intervention, MyLifeMyStyle, with input from Centers for Disease Control and Prevention (CDC) and community advisors.
5. The Co-PI must hire, train and supervise a Project Coordinator for the evaluation study.
6. ITMT must coordinate community input that includes convening three community advisory board (CAB) meetings that include AAMSM.
7. ITMT must participate in the development of the program theory-driven evaluation.
8. ITMT must provide assistance to HEP in the preparation of a human subjects' application for Institutional Review Board review.
9. ITMT must provide assistance to HEP in the development of an operations manual to guide the proper conduct of the MyLifeMyStyle intervention.
10. ITMT must contribute population-specific questions to the MyLifeMyStyle baseline and follow-up survey instruments.
11. ITMT must administer up to 20 pilot tests of the MyLifeMyStyle baseline and follow-up survey instruments with members of the target population (i.e., AAMSM).
12. ITMT must develop all study materials to be used for outreach and recruitment of AAMSM participants.

EXHIBIT A

13. ITMT must secure space for all project activities, including CAB meetings, computer-assisted interviews, and MyLifeMyStyle group sessions.
14. ITMT must purchase and maintain equipment for data collection (i.e., computers and software).

**In The Meantime Men's Group (ITMT)
MyLifeMyStyle Evaluation Project
May 1, 2011 through April 30, 2012
Statement of Work**

Measurable objectives:

1. The Co-PI must provide on-going training and supervision of Project Coordinator in the delivery of the MyLifeMyStyle group-level intervention.
2. The Co-PI must participate in a mandatory Principal Investigators' meeting in Atlanta and bi-weekly CDC conference calls.
3. ITMT must work with HEP to monitor all project activities and ensure that evaluation procedures are following strict study protocols.
4. The Co-PI must work with HEP to support the hiring, training, and supervision of project recruitment and interview staff.
5. ITMT must coordinate community input that includes convening up to three CAB meetings that include AAMSM.
6. The Project Coordinator (supervised by the Co-PI) must coordinate and monitor recruitment and enrollment of up to 80 MyLifeMyStyle participants for group sessions and follow-up interviews.
7. The Project Coordinator must schedule and facilitate up to three waves of MyLifeMyStyle sessions (three sessions per wave).
8. The Co-PI must meet routinely with HEP's PI and Evaluation Consultants to monitor study enrollment and other process indicators for the evaluation study.
9. ITMT must assist in preparation of written, annual progress reports for CDC.
10. ITMT must supervise the collection and delivery of HIV and STD test results to up to 80 MyLifeMyStyle participants.
11. The Project Coordinator must assist in collecting and transferring process and outcome evaluation data to HEP.
12. ITMT must disburse incentives to research participants for study activities.
13. ITMT must secure space for all project activities, including CAB meetings, computer-assisted interviews, and MyLifeMyStyle group sessions.

**In The Meantime Men's Group (ITMT)
MyLifeMyStyle Evaluation Project
May 1, 2012 through April 30, 2013
Statement of Work**

Measurable objectives:

1. The Co-PI must provide on-going training and supervision of Project Coordinator in the delivery of the MyLifeMyStyle group-level intervention.
2. The Co-PI must participate in a mandatory PI meeting in Atlanta and bi-weekly to monthly CDC conference calls.
3. ITMT must work with HEP to monitor all project activities and ensure that evaluation procedures are following strict study protocols.
4. ITMT must coordinate community input that includes convening two CAB meetings that include AAMSM.
5. The Project Coordinator (supervised by the Co-PI) must coordinate and monitor recruitment and enrollment of up to 220 MyLifeMyStyle participants for group sessions and follow-up interviews.
6. The Project Coordinator must schedule and facilitate up to ten waves of MyLifeMyStyle sessions (three sessions per wave).
7. The Project Coordinator must provide debriefing comments about his impressions of successful components of the groups.
8. The Project Coordinator must oversee quantitative and qualitative data collection.
9. The Co-PI must meet routinely with HEP's PI and Evaluation Consultants to monitor study enrollment and other process indicators for the evaluation study.
10. ITMT must supervise the collection and delivery of HIV and STD test results to up to 220 MyLifeMyStyle participants.
11. The Co-PI must supervise the conduct of the Success Case Study (qualitative evaluation method) with up to 24 participants.
12. ITMT must assist in preparation of written, annual progress reports for CDC.
13. The Project Coordinator must assist in collecting and transferring process and outcome evaluation data to HEP.
14. ITMT must disburse incentives to research participants for study activities.

EXHIBIT C

15. ITMT must secure space for all project activities, including CAB meetings, computer-assisted interviews, and MyLifeMyStyle group sessions.
16. The Co-PI and Project Coordinator must attend a national HIV prevention conference to present preliminary findings of the evaluation study.

**In The Meantime Men's Group (ITMT)
MyLifeMyStyle Evaluation Project
May 1, 2013 through April 30, 2014
Statement of Work**

Measurable objectives:

1. The Co-PI must provide on-going training and supervision of Project Coordinator in the delivery of the MyLifeMyStyle group-level intervention.
2. The Co-PI must participate in a mandatory PI meeting in Atlanta and monthly CDC conference calls.
3. ITMT must work with HEP to monitor all project activities and ensure that evaluation procedures are following strict study protocols.
4. ITMT must coordinate community input that includes convening two CAB meetings.
5. The Project Coordinator (supervised by the Co-PI) must coordinate and monitor recruitment/enrollment of up to 220 MyLifeMyStyle participants for group sessions and interviews.
6. The Project Coordinator must schedule and facilitate up to ten waves of MyLifeMy Style sessions (three sessions per wave).
7. The Project Coordinator must provide debriefing comments about his impressions of successful components of the groups.
8. The Project Coordinator must oversee quantitative and qualitative data collection.
9. The Co-PI must meet routinely with HEP's PI and Evaluation Consultants to monitor study enrollment and other process indicators for the evaluation study.
10. ITMT must supervise the collection and delivery of HIV and STD test results to up to 220 MyLifeMyStyle participants.
11. The Co-PI must supervise the conduct of the Success Case Study (qualitative evaluation method) with up to 10 participants.
12. ITMT must assist in preparation of written, annual progress reports for CDC.
13. The Project Coordinator must assist in collecting and transferring process and outcome evaluation data to HEP.
14. ITMT must disburse incentives to research participants for study activities.

EXHIBIT D

15. ITMT must secure space for all project activities, including CAB meetings, computer-assisted interviews, and MyLifeMyStyle group sessions.
16. The Co-PI must prepare oral presentations based on ITMT's experiences conducting a comprehensive program evaluation of a homegrown intervention and present this information to local and national audiences.

**In The Meantime Men's Group (ITMT)
MyLifeMyStyle Evaluation Project
May 1, 2014 through April 30, 2015
Statement of Work**

Measurable objectives:

1. The Co-PI must provide on-going training and supervision of Project Coordinator in the delivery of the MyLifeMyStyle group-level intervention.
2. The Co-PI must participate in monthly CDC conference calls.
3. ITMT must work with HEP to monitor all final project activities and ensure that evaluation procedures are following strict study protocols.
4. ITMT must coordinate community input that includes convening two CAB meetings to discuss interpretation of evaluation findings.
5. The Project Coordinator (supervised by the Co-PI) must coordinate and monitor recruitment/enrollment of the remaining MyLifeMyStyle participants for group sessions and interviews.
6. The Project Coordinator must schedule and facilitate up to three waves of MyLifeMy Style sessions (three sessions per wave).
7. The Project Coordinator must provide debriefing comments about his impressions of successful components of the groups.
8. The Project Coordinator must oversee quantitative and qualitative data collection.
9. The Co-PI must meet routinely with HEP's PI and Evaluation Consultants to monitor study enrollment and other process indicators for the evaluation study.
10. ITMT must supervise the collection and delivery of HIV and STD test results to up to 36 MyLifeMyStyle participants.
11. The Project Coordinator must assist in collecting and transferring process and outcome evaluation data to HEP.
12. ITMT must disburse incentives to research participants for study activities.
13. ITMT must secure space for all project activities, including CAB meetings, computer-assisted interviews, and MyLifeMyStyle group sessions.
14. ITMT must assist in preparation of final written reports for CDC.
15. The Co-PI must assist in the preparation of manuscripts based on ITMT's experiences conducting a comprehensive program evaluation of a homegrown intervention.

[illegible]

IN THE MEANTIME MEN'S GROUP, INCORPORATED

ADDITIONAL PROVISIONS

MYLIFEMYSTYLE HOMEGROWN
HIV PREVENTION INTERVENTION AGREEMENT

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IN THE MEANTIME MEN'S GROUP, INCORPORATED

ADDITIONAL PROVISIONS

MYLIFEMYSTYLE HOMEGROWN
HIV PREVENTION INTERVENTION AGREEMENT

1. ADMINISTRATION: Director shall have the authority to administer this Agreement on behalf of County. Contractor agrees to extend to Director, or to authorized federal, State, County, and local governmental representatives, the right to review and monitor Contractor's programs, policies, procedures, and financial and/or other records, and to inspect its business offices, facilities, and/or County work site areas, for contractual compliance at any reasonable time.

2. FORM OF BUSINESS ORGANIZATION AND FISCAL DISCLOSURE:

A. Form of Business Organization: Contractor shall prepare and submit to Director upon request, a statement executed by Contractor's duly constituted officers or Board of Directors, containing the following information with supportive documentation:

(1) The form of Contractor's business organization, i.e., sole proprietorship, partnership, limited liability company ("LLC"), or corporation.

(2) Articles of Incorporation and By-Laws (or articles of organization, certificate of formation, certificate of registration, and operating agreement if Contractor's organization is a LLC).

(3) A detailed statement indicating whether Contractor is totally or substantially owned by another business organization (i.e., another legal

entity or parent corporation).

(4) Board Minutes, or other legal documentation, identifying who is authorized on behalf of Contractor to conduct business, make commitments, and enter into binding agreements with County. Such Board Minutes, or legal documentation, shall especially confirm that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Agreement.

(5) A detailed statement indicating whether Contractor totally or partially owns any other business organization that will be providing services supplies, materials, or equipment to Contractor or in any manner does business with Contractor under this Agreement.

(6) If, during the term of this Agreement, the form of Contractor's business organization changes, or the ownership of Contractor changes, or Contractor's authorized person to conduct business, make commitments, and enter into binding agreements with County changes; or Contractor's ownership of other businesses dealings with Contractor under this Agreement changes, Contractor shall notify Director in writing detailing such changes within thirty (30) calendar days prior to the effective date thereof.

B. Fiscal Disclosure: Contractor shall prepare and submit to Director, within ten (10) calendar days following execution of this Agreement, a statement

executed by Contractor's duly constituted officers or Board of Directors,
containing the following information:

(1) A detailed statement listing all sources of funding to Contractor, including but not limited to, private contributions, if any. The statement shall include the nature of the funding, services to be provided, total dollar amount, and period of time of such funding.

(2) If, during the term of this Agreement, the source(s) of Contractor's funding changes, Contractor shall promptly notify the Director in writing detailing such changes within thirty (30) calendar days prior to the effective date thereof.

C. Real Property Disclosure: If Contractor is renting, leasing, or subleasing, or is planning to rent, lease, or sublease, any real property where persons are to receive services hereunder, Contractor shall prepare and submit to HEP, within ten (10) calendar days following execution of this Agreement, an affidavit sworn to and executed by Contractor's duly constituted officers, containing the following information:

(1) The location by street address and city of any such real property.

(2) The fair market value of any such real property as such value is reflected on the most recently issued County Tax Collector's tax bill.

(3) A detailed description of all existing and pending rental agreements, leases, and subleases with respect to any such real property,

such description to include: the term (duration) of such rental agreement, lease, or sublease; the amount of monetary consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease or sublease; the type and dollar value of any other consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease, or sublease; the full names and addresses of all parties who stand in the position of lessor or sublessor; if the lessor or sublessor is a private corporation and its shares are not publicly traded (on a stock exchange or over-the-counter), a listing by full names of all officers, directors, and stockholders thereof; and if the lessor or sublessor is a partnership, a listing by full names of all general and limited partners thereof.

(4) A listing by full names of all Contractor's officers, directors, members of its advisory boards, members of its staff and consultants, who have any family relationships by marriage or blood with a lessor or sublessor referred to in Subparagraph (3) immediately above, or who have any financial interest in such lessor's or sublessor's business, or both. If such lessor or sublessor is a corporation or partnership, such listing shall also include the full names of all Contractor's officers, members of its advisory boards, members of its staff and consultants, who have any family relationship, by marriage or blood, to an officer, director, or stockholder of the corporation, or to any partner of the partnership. In preparing the latter listing, Contractor shall also indicate the name(s) of the officer(s),

director(s), stockholder(s), or partner(s), as appropriate, and the family relationship which exists between such person(s) and Contractor's representatives listed.

(5) If a facility of Contractor is rented or leased from a parent organization or individual who is a common owner (as defined by Federal Health Insurance Manual 15, Chapter 10, Paragraph 1002.2), Contractor shall only charge the program for costs of ownership. Costs of ownership shall include depreciation, interest, and applicable taxes.

True and correct copies of all written rental agreements, leases, and subleases with respect to any such real property shall be appended to such affidavit and made a part thereof.

3. NONDISCRIMINATION IN SERVICES: Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, or condition of physical or mental handicap, or in any manner on the basis of a client's sexual orientation in accordance with requirements of federal and State laws. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service or benefit to any person which is not equivalent, or is provided in a non-equivalent manner or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment

of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental handicap, or sexual orientation.

In addition, Contractor's facility access for the handicapped must fully comply with section 504 of the federal Rehabilitation Act of 1973 and Title III of the federal Americans with Disabilities Act of 1990.

4. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees, pursuant to the federal Rehabilitation Act of 1973, the federal Americans with Disabilities Act of 1990, and all other federal and State laws, as they now exist or may hereafter be amended, that it, its affiliates, subsidiaries, or holding companies, will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental handicap, or sexual orientation.

Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, color, religion, national origin, ethnic group identification,

ancestry, sex, age, marital status, political affiliation, condition of physical or mental handicap, or sexual orientation, in accordance with federal and State laws. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Contractor shall post in conspicuous places in each of Contractor's facilities providing services hereunder, positions available and open to employees and applicants for employment, and notices setting forth the provisions of this Paragraph.

B. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental handicap, or sexual orientation, in accordance with requirements of federal and State laws.

C. Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement, or other contract of understanding, a notice advising the labor union or workers' representative of Contractor's commitments under this Paragraph.

D. Contractor certifies and agrees that it shall deal with its subcontractor, bidders, or vendors without regard to race, color, religion, national origin, ethnic

group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental handicap, or sexual orientation, in accordance with requirements of federal and State laws.

E. Contractor shall allow federal, State, and County representatives, duly authorized by Director, access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this Paragraph. Contractor shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this Paragraph.

F. If County finds that any of the provisions of this Paragraph have been violated, the same shall constitute a material breach of Agreement upon which County may determine to cancel, terminate, or suspend, this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the federal Equal Employment Opportunity Commission that Contractor has violated federal or State anti-discrimination laws shall constitute a finding by County that Contractor has violated the anti-discrimination provision of this Agreement.

G. The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Agreement, County shall be entitled, at its option, to the sum of Five Hundred Dollars (\$500) pursuant to California Civil Code section 1671 as liquidated damages in lieu of canceling, terminating, or

suspending this Agreement.

5. FAIR LABOR STANDARDS ACT: Contractor shall comply with all applicable provisions of the federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its officers, employees, and agents from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the federal Fair Labor Standards Act for services performed by Contractor's employees for which County may be found jointly or solely liable.

6. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in federal statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by federal statutes and regulations, as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend and hold harmless County, its officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

7. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY

FUNDED PROGRAM: Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director in writing, within thirty (30) calendar days, of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a federally funded health care program; and (2) any exclusionary action taken by any agency of the federal government against Contractor or one or more staff members barring it or the staff members from participation in a federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any federal exclusion of Contractor or its staff members from such participation in a federally funded health care program.

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

8. STAFF PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE: Contractor shall ensure that no employee or other person under Contractor's control, performs services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair his/her physical or mental performance.

9. UNLAWFUL SOLICITATION: Contractor shall inform all of its officers and

employees performing services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with section 6150) of Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of said provisions by its officers and employees. Contractor agrees to utilize the attorney referral service of all those bar associations within Los Angeles County that have such a service.

10. RECORDS AND AUDITS:

A. Service Records: Contractor shall maintain, and provide upon request by County, accurate and complete records of its activities and operations as they relate to the provision of services, hereunder.

B. Financial Records: Contractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles and also in accordance with any additional accounting principles and procedures, and standards, which may from time to time be promulgated by Director. All such records shall be sufficient to substantiate all charges billed to County in the performance of this Agreement. Further, all financial records of Contractor pertaining to this Agreement, including accurate books and records of accounts of its costs and operating expenses, and all records of services (including personnel provided), as well as other financial records pertaining to this Agreement, shall be retained by Contractor for a minimum period of five (5) years following the expiration or prior termination of

this Agreement. During such five (5) year period, as well as during the term of this Agreement, all records pertaining to this Agreement, or true and correct copies thereof, including but not limited to, those records described above, shall either: (1) be retained by Contractor, accessible for review by County representatives at a location in Los Angeles County, or (2) if retained by Contractor at a location outside of Los Angeles County, moved from such a location, to a location within Los Angeles County for review, upon Director's request, and made available during County's normal business hours, within ten (10) calendar days, to representatives of County, or federal and State governments, for purposes of inspection and audit. In the event such records are located outside Los Angeles County and Contractor is unable to move such records to Los Angeles County, then Contractor shall permit such inspection or audit to take place at an agreed to outside location, and Contractor shall pay County for travel, per diem, and other costs related to such inspection and audit.

Contractor shall further agree to provide such records, when possible, immediately to County by facsimile/FAX, or through the Internet (i.e., electronic mail ["e-mail"]), upon Director's request. Director's request shall include appropriate County facsimile/FAX number(s) and/or e-mail address (es) for Contractor to provide such records to County. In any event, Contractor shall agree to make available the original documents of such FAX and e-mail records when requested by Director for review as described hereinabove.

C. Federal Access to Records: If, and to the extent that, section 1861

(v)(1)(I) of the Social Security Act [42 United States Code ("U.S.C.") section 1395x (v)(1)(I)] is applicable, Contractor agrees that for a period of five (5) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, this Agreement, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder.

Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontract shall provide for such access to the sub-contract, books, documents and records of the subcontractor.

D. County To Be Provided Audit Report(s): In the event that an audit is conducted of Contractor specifically regarding this Agreement by any federal or State auditor, or any auditor or accountant employed by Contractor or otherwise, Contractor shall file a copy of each such audit report with Director and County's Auditor-Controller within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided under this Agreement, or under applicable federal or State regulations. To the extent permitted by law, County shall maintain the confidentiality of such audit report(s). Failure of Contractor to comply with these

terms shall constitute a material breach of this Agreement upon which County may cancel, terminate, or suspend this Agreement.

E. Audit/Compliance Review: In the event County representatives conduct an audit/compliance review of Contractor, Contractor shall fully cooperate with County's representatives. Contractor shall allow County representatives access to all records of services rendered and all financial records and reports pertaining to this Agreement and shall allow photocopies to be made of these documents utilizing Contractor's photocopier, for which County shall reimburse Contractor its customary charge for record copying services, if requested. Director shall provide Contractor with at least ten (10) working days prior written notice of any audit/compliance review, unless otherwise waived by Contractor.

County may conduct a statistical sample audit/compliance review of all claims paid by County during a specified period. The sample shall be determined in accordance with generally accepted auditing standards. An exit conference shall be held following the performance of such audit/ compliance review at which time the results shall be discussed with Contractor. Contractor shall be provided with a copy of any written evaluation reports.

Contractor shall have the opportunity to review County's findings on Contractor, and Contractor shall have thirty (30) calendar days after receipt of County's audit/ compliance review results to provide documentation to County representatives to resolve the audit exceptions. If, at the end of the thirty (30)

calendar day period, there remains audit exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit, or sample, shall be applied to the total County payment made to Contractor for all claims paid during the audit/compliance review period to determine Contractor's liability to County.

F. County Audit Settlements: If, at any time during the term of this Agreement or at any time within five (5) years after the expiration or earlier termination of this Agreement, authorized representatives of County conduct an audit of Contractor regarding the services provided to County hereunder and if such audit finds that County's dollar liability for such services is less than payments made by County to Contractor, then Contractor agrees that the difference shall be either: (1) repaid forthwith by Contractor to County by cash payment, or (2) at Director's option, deducted from any further amount due Contractor from County. If such audit finds that County's dollar liability for services provided hereunder is more than payments made by County to Contractor, then the difference shall be paid forthwith to Contractor by County by cash payment.

G. Independent Audit: Contractor's financial records shall be audited by an independent auditor for every year that this Agreement is in effect, unless such requirement is waived in writing by County. An initial audit shall be conducted following the end of County's current fiscal year and at scheduled intervals thereafter as agreed to by the parties hereto, but not less frequently

than every two (2) years.

The audit shall satisfy the requirement of the Office of Budget and Management ("OMB") Circular Number A-133. Such audit shall be performed by an independent auditor in accordance with recognized auditing standards (e.g., United States General Accounting Office Publication, Standards for Audit of Governmental Organizations, Programs, Activities and Functions), and any other applicable Federal, State, or County statutes, policies or guidelines. Contractor shall file such audit report(s) with the County's Department of Public Health – Financial Services Division within the earlier of thirty (30) calendar days of Contractor's receipt of the report(s) or nine months after the end of the audit period. Failure of Contractor to comply with these terms shall constitute a material breach of contract upon which County may cancel, terminate, or suspend this Agreement.

The independent auditor's workpapers shall be retained at least three (3) years following the completion of the audit, unless the auditor is notified in writing by County to extend the retention period. Audit workpapers shall be made available for review by federal, State or County representatives upon request.

11. REPORTS: Contractor shall make reports as required by County, or DPH, concerning Contractor's activities and operations as they relate to this Agreement and the provision of services hereunder. In no event, however may County, or DPH, require such reports unless Director has provided Contractor with at least thirty (30) calendar days' prior written notification thereof. Director's notification shall provide Contractor

with a written explanation of the procedures for reporting the information required.

12. CONFIDENTIALITY: To the extent that Contractor may gain access hereunder to County patient records and information, Contractor shall maintain the confidentiality of such records and information from third parties, including but not limited to, billings and County records, in accordance with all applicable federal, State, and local laws, ordinances, rules, regulations, and directives relating to confidentiality. Contractor shall inform all its officers, employees, agents, subcontractors, and others providing services hereunder of this confidentiality provision requirement. Contractor shall indemnify and hold harmless County, its officers, employees, agents, and subcontractors, from and against any and all loss, damage, liability, and expense arising out of any disclosure of patient records and information by Contractor, its officers, employees, agents, subcontractors, and others providing services hereunder.

13. CONTRACTOR'S OBLIGATIONS AS A BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 AND THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT: Under this Agreement, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to or creates Protected Health Information in order to provide those Services.

Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("Privacy Regulations") and the Health

Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (together, the "Privacy and Security Regulations"). The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate ("Business Associate Agreement") in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Further, pursuant to the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("HITECH Act"), effective February 17, 2010, certain provisions of the HIPAA Privacy and Security Regulations apply to Business Associates in the same manner as they apply to Covered Entity and such provisions must be incorporated into the Business Associate Agreement.

This Business Associate Agreement and the following provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Business Associate in compliance with HIPAA's Privacy and Security Regulations and the HITECH Act, as they now exist or may hereafter be amended.

Therefore, the parties agree as follows:

A. DEFINITIONS

(1) Breach" has the same meaning as the term "breach" in 45 C.F.R. § 164.402.

(2) "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.

(3) "Electronic Health Record" has the same meaning as the term "electronic health record" in the HITECH Act, 42 U.S.C. section 17921. Electronic Health Record means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

(4) "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and

the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission.

The term “Electronic Media” draws no distinction between internal and external data, at rest (that is, in storage) as well as during transmission.

(5) “Electronic Protected Health Information” has the same meaning as the term “electronic protected health information” in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

(6) “Individual” means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

(7) “Minimum Necessary” refers to the minimum necessary standard in 45 C.F.R. § 162.502 (b) as in effect or as amended.

(8) “Privacy Rule” means the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164, also referred to as the Privacy Regulations.

(9) “Protected Health Information” has the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of

Covered Entity. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.

(10) "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

(11) "Security Incident" means the attempted or successful unauthorized

access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.

(12) "Security Rule" means the Security Standards for the Protection of Electronic Health Information also referred to as the Security Regulations at 45 Code of Federal Regulations (C.F.R.) Part 160 and 164.

(13) "Services" has the same meaning as in the body of this Agreement.

(14) "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" in 45 C.F.R. § 164.402.

(15) "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.

(16) Terms used, but not otherwise defined in this Business Associate Agreement shall have the same meaning as those terms in the HIPAA Regulations and HITECH Act.

B. OBLIGATIONS OF BUSINESS ASSOCIATE

(1) Permitted Uses and Disclosures of Protected Health

Information. Business Associate:

- a. Shall Use and Disclose Protected Health Information only as necessary to perform the Services, and as provided in Sections B (4), B (5), B (6), B (7), B (8), B (9), B (10) D (3), and E (2) of this Agreement;
- b. Shall Disclose Protected Health Information to Covered Entity upon request;
- c. May, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:
 - (i) Use Protected Health Information; and
 - (ii) Disclose Protected Health Information if the Disclosure is required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose or in any manner that would constitute a violation of the Privacy Regulations or the HITECH Act if so Used or Disclosed by Covered Entity.

(2) Prohibited Uses and Disclosures of Protected Health

Information. Business Associate:

- a. Shall not Use or Disclose Protected Health Information for fundraising or marketing purposes.
- b. Shall not disclose Protected Health Information to a health plan for payment or health care operations purposes if the Individual

has requested this special restriction and has paid out of pocket in full for the health care item or service to which the Protected Health Information solely relates.

c. Shall not directly or indirectly receive payment in exchange for Protected Health Information, except with the prior written consent of Covered Entity and as permitted by the HITECH Act. This prohibition shall not effect payment by Covered Entity to Business Associate. Covered Entity shall not provide such written consent except upon express approval of the departmental privacy officer and only to the extent permitted by law, including HIPAA and the HITECH Act.

(3) Adequate Safeguards for Protected Health Information.

Business Associate:

a. Shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Business Associate Agreement. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the Minimum Necessary in accordance with the Privacy Regulation's minimum necessary standard as in effect or as amended.

b. As to Electronic Protected Health Information, shall implement and maintain administrative, physical, and technical

safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information; effective February 17, 2010, said safeguards shall be in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312, and shall comply with the Security Rule's policies and procedure and documentation requirements.

(4) Reporting Non-Permitted Use or Disclosure and Security Incidents and Breaches of Unsecured Protected Health Information.

Business Associate

Shall report to Covered Entity each Use or Disclosure of Protected Health Information that is made by Business Associate, its employees, representatives, Agents, subcontractors, or other parties under Business Associate's control with access to Protected Health Information but which is not specifically permitted by this Business Associate Agreement or otherwise required by law.

Shall report to Covered Entity each Security Incident of which Business Associate becomes aware.

Shall notify Covered Entity of each Breach by Business Associate, its employees, representatives, agents or subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to

have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of the Business Associate as determined in accordance with the federal common law of agency.

a. Immediate Telephonic Report. Except as provided in Section B. (4) c., notification shall be made immediately upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information by telephone call to telephone number (562) 940-3335.

b. Written Report. Except as provided in Section B (4) c. the initial telephonic notification shall be followed by written notification made without unreasonable delay and in no event later than three (3) business days from the date of discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach by the Business Associate to the Chief Privacy Officer at:

Chief Privacy Officer

Kenneth Hahn Hall of Administration
500 West Temple Street
Suite 525
Los Angeles, California 90012
HIPAA@auditor.lacounty.gov
(213) 974-2166

i. The notification required by section B (4) shall include, to the extent possible, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used, or Disclosed; and

ii. The notification required by section B (4) shall include, to the extent possible, all information required to provide notification to the Individual under 45

C.F.R.164.404(c), including:

(a) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

(b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number,

diagnosis, disability code, or other types of information were involved);

(c) Any other details necessary to conduct an assessment of whether there is a risk of harm to the Individual;

(d) Any steps Business Associate believes that the Individual could take to protect him or herself from potential harm resulting from the breach;

(e) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to the Individual, and to protect against any further Breaches; and

(f) The name and contact information for the person most knowledge regarding the facts and circumstances of the Breach.

If Business Associate is not able to provide the information specified in section B (3) (a) or (b) at the time of the notification required by section B (4) ii, Business Associate shall provide such information promptly thereafter as such information becomes available.

c. Request for Delay by Law Enforcement. Business Associate may delay the notification required by section B (4) if a

law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security. If the law enforcement official's statement is In writing and specifies the time for which a delay is required, Business Associate shall delay notification, notice, or posting for the time period specified by the official; if the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay the notification, notice, or posting temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in paragraph (a) of this section is submitted during that time.

(5) Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement.

(6) Breach Notification. Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information, provide Breach notification for each and every Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or subcontractors, in a manner that permits Covered Entity to comply with its obligations under Subpart D, Notification in the Case of

Breach of Unsecured PHI, of the Privacy and Security Regulations, including:

- a. Notifying each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of such Breach
- b. The notification required by paragraph (a) of this Section B (6) shall include, to the extent possible:
 - i. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - ii. A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - iii. Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
 - iv. A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and
 - v. Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.
 - vi. The notification required by paragraph (a) of this section shall

be written in plain language.

Covered Entity, in its sole discretion, may elect to provide the notification required by this Section B (6) and Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, including costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information.

(7) Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

(8) Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of

that Protected Health Information within five (5) business days after receipt of request from Covered Entity. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.

(9) Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a “designated record set” as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.

(10) Accounting of Disclosures. Upon Covered Entity’s request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or subcontractors, in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528 and/or the HITECH Act which requires an Accounting of Disclosures of Protected Health Information maintained in an Electronic Health Record for treatment, payment, and health care operations.

However, Business Associate is not required to provide an Accounting of Disclosures that are necessary to perform the Services because such Disclosures

are for either payment or health care operations purposes, or both.]

Any accounting provided by Business Associate under this Section B (10) shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section B (10), Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Section B (10) to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.

(11) Indemnification. Business Associate shall indemnify, defend, and hold harmless Covered Entity, including its elected and appointed officers, employees, and agents, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, penalties and fines (including regulatory penalties and/or fines), and expenses (including attorney and expert witness fees), arising from or connected with Business Associate's acts and/or omissions arising

from and/or relating to this Business Associate Agreement; Business Associate's obligations under this provision extend to compliance and/or enforcement actions and/or activities, whether formal or informal, of Secretary of the federal Department of Health and Human Services and/or Office for Civil Rights.

C. OBLIGATION OF COVERED ENTITY. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

D. TERM AND TERMINATION

(1) Term. The term of this Business Associate Agreement shall be the same as the term of this Agreement. Business Associate's obligations under Sections B(1) (as modified by Section D (2), B (4), B (5), B (6), B (7), B (8), B (9), B (10), D (3) and E (2) shall survive the termination or expiration of this Agreement.

(2) Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon either party's knowledge of a material breach by the other party, the party with knowledge of the other party's breach shall:

- a. Provide an opportunity for the breaching party to cure the breach or end the violation and terminate this Agreement if the breaching party does not cure the breach or end the violation within the time specified by the non-breaching party;

b. Immediately terminate this Agreement if a party has breached a material term of this Agreement and cure is not possible; or

c. If neither termination nor cure is feasible, report the violation to the Secretary of the federal Department of Health and Human Services.

(3) Disposition of Protected Health Information Upon Termination or Expiration.

a. Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

b. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

E. MISCELLANEOUS

(1) No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

(2) Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Business Associate Agreement.

(3) Relationship to Services Agreement Provisions. In the event that a provision of this Business Associate Agreement is contrary to another provision of this Agreement, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of this Agreement.

(4) Regulatory References. A reference in this Business Associate Agreement to a section in the Privacy or Security Regulations means the section as in effect or as amended.

(5) Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.

(6) Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations and other privacy laws governing Protected Health Information.

14. COMPLIANCE WITH JURY SERVICE PROGRAM:

A. Jury Services Program: This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy:

(1) Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "contractor" as defined under the Jury Services Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Services Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service served. Contractor's policy may further provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employee's regular pay the fees received for jury service.

(2) For purpose of this Paragraph, and as set forth in the Jury Service Program provision of the County Code as described hereinabove: "Contractor" shall mean a person, partnership, corporation, or other entity, that has a contract with County, or a subcontract with a County contractor, and has received, or will receive, an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any twelve (12) month period under one (1) or more County contracts or subcontracts; "employee" shall mean any California resident who is a full-time employee of Contractor; and "full-time" shall mean forty (40) hours or more worked per week, or a lesser number of hours, if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time.

Full-time employees providing short-term temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under this Agreement, the subcontractor shall also be subject to the provisions of this Paragraph. The provisions of this Paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the Agreement.

(3) If Contractor is not required to comply with the Jury Service Program on the effective date of this Agreement, Contractor shall have a

continuing obligation to review the applicability of its "exception status" from the Jury Services Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "contractor", or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program.

County may also require, at any time during the Agreement term, and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program.

(4) Contractor's violation of this Paragraph of the Agreement may constitute a material breach of this Agreement. In the event of such breach, County may, in its sole discretion, terminate this Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

15. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES: Contractor shall obtain and maintain in effect during the term of this Agreement, all appropriate licenses, permits, registrations, accreditations, and certificates required by all applicable federal, State, and local laws, regulations, guidelines and directives, for the operation of its business and for the provisions of services hereunder. Contractor shall ensure that all of its officers, employees, and

agents who perform services hereunder, obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates required by federal, State, and local laws, regulations, guidelines and directives, which are applicable to their performance hereunder. Upon Director's written request Contractor shall provide Director with a copy of each license, permit, registration, accreditation, and certificate, as required by all applicable federal, State, and local laws, regulations, guidelines and directives, within ten (10) calendar days thereafter.

16. INDEPENDENT CONTRACTOR STATUS:

A. This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of employee, agent, servant, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, employees or agents of the other party for any purpose whatsoever.

B. Contractor shall be solely liable and responsible for providing to, or on behalf of, its officers and employees all legally required employee benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, and local taxes, or other compensation, benefits, or taxes to, or on behalf of, any personnel provided by Contractor.

C. Contractor understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of workers'

compensation liability, the sole employees of Contractor and not employees of County. Contractor shall bear the sole liability and responsibility for furnishing workers' compensation benefits to any person for injuries arising from or connected with services performed by or on behalf of Contractor pursuant to this Agreement.

17. REQUIREMENT TO NOTIFY EMPLOYEES ABOUT FEDERAL EARNED INCOME CREDIT ("EIC"): Contractor shall notify its employees, and shall require that each of its subcontractors notify its employees, to inform them that they may be eligible for claiming federal EIC as allowed under the federal income tax laws. Such notification shall be provided in accordance with the requirements as set forth in the Department of Treasury Internal Revenue Service's ("IRS") Notice 1015; copies of which are available from the IRS Forms Distribution Center, by calling 1-(800)-829-3676.

18. COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

A. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County contracts are in compliance with their court ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in

compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the federal Social Security Act (42 U.S.C. section 653a) and California Unemployment Insurance Code section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department ("CSSD") Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure section 706.031 and Family Code section 5246(b).

B. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

Failure of Contractor to maintain compliance with the requirements set forth in the CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM Paragraph immediately above, shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this Agreement pursuant to the Termination for Default Paragraph of this Agreement and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

19. SAFELY SURRENDERED BABY LAW: In accordance with County's goal to encourage the safe surrender of an unwanted newborn(s) (i.e., a baby[ies] seventy-two [72] hours old or less) by a mother or person with lawful custody to a designated

safe haven site (e.g., all hospitals with emergency rooms, County fire stations, County medical centers, etc.) without fear of litigation and to further ensure that no newborn baby is ever abandoned in Los Angeles County; Contractor shall agree to notify and provide to all of its officers, employees, and agents, information on the Safely Surrendered Baby Law (also known as the Newborn Abandonment Law or Safe Haven Law) and its implementation within Los Angeles County. Contractor shall request and obtain from Director information and notices for notifying its officers, employees, and agents, on County's implementation of the Safely Surrendered Baby Law, as it now exist or may hereafter be amended, from time-to-time, but no less than on an annual basis.

A. NOTICE TO EMPLOYEES REGARDING THE SAFETY

SURRENDERED BABY LAW: Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safety Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth and is available on the Internet at: www.babysafela.org for printing purposes.

B. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S

COMMITMENT TO THE SAFETY SURRENDERED BABY LAW: Contractor acknowledges that County places a high priority on the implementation of the Safety Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post the County's "Safety

Surrendered Baby Law” poster in a prominent position at the Contractor’s place of business. Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor’s place of business. County’s Department of Children and Family Services will supply the Contractor with the poster to be used.

20. CONSIDERATION OF COUNTY’S DEPARTMENT OF PUBLIC SOCIAL SERVICES (‘DPSS’) GREATER AVENUES FOR INDEPENDENCE (“GAIN”) PROGRAM OR GENERAL RELIEF OPPORTUNITY FOR WORK (“GROW”) PARTICIPANTS FOR EMPLOYMENT: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in the County’s DPSS GAIN or GROW program(s), who meet Contractor’s minimum qualifications for the open position. If Contractor decides to pursue consideration of GAIN/GROW participants for hiring, Contractor shall provide information regarding job openings and job requirements to DPSS GAIN/GROW staff at: GAIN/GROW@dpss.lacounty.gov. County will refer GAIN/GROW participants, by job category, to Contractor. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

21. COUNTY EMPLOYEE'S RIGHT OF FIRST REFUSAL AND CONTRACTOR'S OFFERS OF EMPLOYMENT: To the degree permitted by Contractor's agreements with its collective bargaining units, Contractor shall give the right of first refusal for its employment openings at Contractor's facility to qualified County employees who are laid-off or who leave County employment in lieu of reduction under County's Civil Service Rule 19, and who are referred to Contractor by Director (including those on a County re-employment list). Such offers of employment shall be limited to vacancies in Contractor's staff needed to commence services under this Agreement, as well as, to vacancies that occur during the Agreement term. Such offers of employment shall be consistent with Contractor's current employment policies, and shall be made to any former or current County employee who has made application to Contractor, and is qualified for the available position. Employment offers shall be at least under the same conditions and rates of compensations which apply to other persons who are employed or may be employed by Contractor. Former County employees who have been impacted by County's Civil Service Rule 19, and who are employed by Contractor shall not be discharged during the term of the Agreement except for cause, subject to Contractor's personnel policies and procedures, and agreement(s) with its collective bargaining units. Contractor shall also give first consideration to laid-off or reduced County employees if vacancies occur at Contractor's other service sites during the Agreement term.

22. NO INTENT TO CREATE A THIRD PARTY BENEFICIARY CONTRACT:

Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary under this Agreement.

23. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS: Contractor shall assure that the location(s) (e.g., facility [ies]) where Contractor provides services under this Agreement, is/are operated at all times in accordance with all County and local community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facility (ies) shall include a review of compliance with the provisions of this Paragraph.

24. DAMAGE TO COUNTY BUILDINGS, FACILITIES, OR GROUNDS:

Contractor shall repair, or cause to be repaired, at its own cost, any damage to County buildings, facilities, or grounds, caused by Contractor or any officer, employee, or agent of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event, later than thirty (30) calendar days after the occurrence. If Contractor fails to make timely repairs, County may make any necessary repairs on its own. All costs incurred by County for such repairs, as determine by Director, shall be repaid by Contractor upon demand.

25. USE OF RECYCLED - CONTENT PAPER: Consistent with County's Board of Supervisors policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content bond paper and paper products to the maximum extent possible in connection with services to be performed by Contractor under this Agreement.

26. NOTICE OF DELAYS: Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall within two (2) calendar days, give notice thereof, including all relevant information with respect thereto, to the other party.

27. RESTRICTIONS ON LOBBYING:

A. Federal Certification and Disclosure Requirement: If any federal monies are to be used to pay for Contractor's services under this Agreement, Contractor shall comply with all certification and disclosure requirements prescribed by section 319, Public Law 101-121 (31 U.S.C. section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully comply with all such certification and disclosure requirements.

B. County Lobbyists: Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any

County lobbyist or County lobbying firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which Director may suspend or County may immediately terminate this Agreement.

28. CONFLICT OF INTEREST:

A. No County officer or employee whose position in County enables such officer or employee to influence the award or administration of this Agreement or any competing agreement, and no spouse or economic dependent of such officer or employee shall be employed in any capacity by Contractor herein, or have any other direct or indirect financial interest in this Agreement. No officer, employee, agent, or subcontractor of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in County's approval process for the award of this Agreement or any competing agreement, or ongoing evaluation of such services, under this Agreement or any competing agreement, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

B. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts which create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to Director. Full written

disclosure shall include, without limitation, identification of all persons involved, or implicated, and a complete description of all relevant circumstances.

29. COUNTY'S QUALITY ASSURANCE PLAN: County or its agent(s) will be allowed to evaluate Contractor's performance (including the performance of any party providing services on behalf of Contractor) under this Agreement as may be required from time-to-time for quality assurance purposes, but not less than on an annual basis. Such an evaluation will include, but not be limited to, assessing Contractor's compliance with all Agreement terms and performance standards. Any Contractor deficiencies or actions which are found to be in non-compliance with such terms and performance standards which Director determines are severe, or continuing, and that may place the performance of this Agreement in jeopardy if not corrected, will be immediately reported to County's Board of Supervisors by Director. The report will include a description of the quality improvement and/or corrective action measures to be taken by County and Contractor. If Contractor's performance does not improve after the initiation of such quality improvement and/or corrective actions, then County may impose other penalties as may be specified in this Agreement, or may terminate this Agreement immediately.

30. TERMINATION FOR INSOLVENCY, DEFAULT, GRATUITIES, AND/OR IMPROPER CONSIDERATIONS, AND CONVENIENCE:

A. Termination for Insolvency: County may terminate this Agreement immediately for default in the event of the occurrence of any of the following:

(1) Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts at least sixty (60) calendar days in

the ordinary course of business or cannot pay its debts as they become due, whether Contractor has committed an act of bankruptcy or not, and whether Contractor is insolvent within the meaning of the federal Bankruptcy Law or not;

(2) The filing of a voluntary or involuntary petition under the federal Bankruptcy Law;

(3) The appointment of a Receiver or Trustee for Contractor;

(4) The execution by Contractor of an assignment for the benefit of creditors.

The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

B. Termination For Default: County may, by written notice of default to Contractor, terminate this Agreement immediately in any one of the following circumstances:

(1) If, as determined in the sole judgment of County, Contractor fails to perform any services within the times specified in this Agreement or any extension thereof as County may authorize in writing; or

(2) If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two (2)

circumstances, does not cure such failure within a period of five (5) calendar days (or such longer period as County may authorize in Writing) after receipt of notice from County specifying such failure.

In the event that County terminates this Agreement as provided hereinabove, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County for such similar services.

The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

C. Termination For Gratuities and/or Improper Consideration: County may, by written notice to Contractor, immediately terminate Contractor's right to proceed under this Agreement, if it is found that gratuities or consideration in any form, were offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent, with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement, or making of any determinations with respect to the Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could in the event of default by Contractor.

Contractor shall immediately report any attempt by a County officer, employee, or agent, to solicit such improper gratuity or consideration. The report shall be made either to the County manager charged with the supervision of the employee or agent, or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

(Among other items, such improper gratuities and considerations may take the form of cash, discounts, services, the provision of travel or entertainment, or other tangible gifts.)

D. Termination For Convenience: The performance of services under this Agreement may be terminated, with or without cause, in whole or in part, from time to time when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor of a ten (10) calendar day advance Notice of Termination specifying the extent to which performance of services under this Agreement is terminated and the date upon which such termination becomes effective.

After receipt of a Notice of Termination and except as otherwise directed by County, Contractor shall:

- (1) Stop services under this Agreement on the date and to the extent specified in such Notice of Termination; and
- (2) Complete performance of such part of the services as shall not have been terminated by such Notice of Termination.

Further, after receipt of a Notice of Termination, Contractor shall submit to

County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than sixty (60) calendar days from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine on the basis of information available to County, the amount, if any, due to Contractor in respect to the termination, and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

Contractor for a period of five (5) years after final settlement under this Agreement, in accordance with Paragraph 10, Records and Audits, herein, retain and make available all its books, documents, records, or other evidence, bearing on the costs and expenses of Contractor under this Agreement in respect to the termination of services hereunder.

31. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in the contract,

debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time which generally will not exceed five (5) years, but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with County.

C. County may debar a Contractor if County's Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated any term of this Agreement or other contract with County or a nonprofit corporation created by County; (2) committed an act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, the Director will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before County's Contractor Hearing Board.

E. County's Contractor Hearing Board will conduct a hearing where, evidence on the proposed debarment is presented. Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, County's Contractor Hearing Board shall prepare a

tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and Director shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the County's Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of County's Contractor Hearing Board shall be presented to County's Board of Supervisors. County's Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of County's Contractor Hearing Board.

G. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interest of County.

H. County's Contractor Hearing Board will consider a request for review

of a debarment determination only where (1) Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, County's Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, County's Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by County's Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

County's Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. County's Contractor Hearing Board shall present its proposed decision and recommendation to County's Board of Supervisors. County's Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of County's Contractor Hearing Board.

I. These terms shall also apply to subcontractors of County contractors, vendor or principal owner of Contractor, as defined in Chapter 2.202 of the County Code.

32. DEFAULTED PROPERTY TAX REDUCTION PROGRAM

A. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Agreement will maintain compliance, with Los Angeles County Code Chapter 2.206.

B. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in the "CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM" paragraph immediately above, shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within ten (10) calendar days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

33. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76): Contractor hereby acknowledges that County is prohibited from contracting with and making sub-award to parties that are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, directors, or principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contractors. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director, or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Agreement, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

34. SOLICITATION OF BIDS OR PROPOSALS: Contractor acknowledges that County, prior to expiration or earlier termination of this Agreement, may exercise its right to invite bids (e.g., invitation for bids ["IFB"]), request proposals (e.g., request for proposals ["RFP"]), or do other similar competitive selection procedures, in order to select providers for the continued provision of the services delivered or contemplated

under this Agreement. County and/or DPH shall make the determination to solicit bids or proposals in accordance with applicable County and DPH policies.

Contractor acknowledges that County may enter into a contract for the future provision of services, based upon the bids or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future bids, proposals, or other competitive selection procedure, by virtue of its present status as Contractor.

35. GOVERNING LAW, JURISDICTION, AND VENUE: This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that the venue of any action (other than an appeal or an enforcement of a judgement) brought by Contractor, on Contractor's behalf, or on the behalf of any subcontractor, which arises from this Agreement or is concerning or connected with services performed pursuant to this Agreement, shall be exclusively in the courts of the State of California located in Los Angeles County, California.

36. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE: The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the certification in Attachment A, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with

California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceeding or both. (County Code Chapter 2.202).

37. WAIVER: No waiver of any breach of any provision of this Agreement by County shall constitute a waiver of any other breach of such provision. Failure of County to enforce at any time, or from time-to-time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

38. SEVERABILITY: If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

Los Angeles County Chief Executive Office
Grant Management Statement for Grants Exceeding \$100,000

Department: Public Health

Grant Project Title and Description

PS09-007 Evaluating Locally-Developed Homegrown HIV Prevention Interventions

Funding Agency

Centers for Disease Control
and Prevention

Program (Fed. Grant #State Bill or Code #)

IU01PS001573-01

Grant Acceptance Deadline

Upon Board Approval

Total Amount of Grant Funding: \$197,885

County Match Requirements: N/A

Grant Period:

Begin Date: 05/01/10 End Date: 4/30/11

Number of Personnel Hired Under this Grant: N/A Full Time

Part Time

Obligations Imposed on the County When the Grant Expires

Will all personnel hired for this program be informed this is a grant funded program? Yes ☒ No ☐

Will all personnel hired for this program be placed on temporary "N" items? Yes ☒ No ☐

Is the County obligated to continue this program after the grant expires Yes ☐ No ☒

If the County is not obligated to continue this program after the grant expires, the Department will:

a). Absorb the program cost without reducing other services Yes ☐ No ☒

b). Identify other revenue sources Yes ☐ No ☒

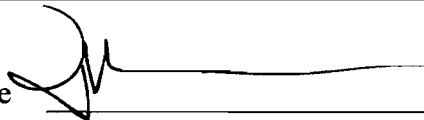
(Describe)

c). Eliminate or reduce, as appropriate, positions/program costs funded by this grant Yes ☒ No ☐

Impact of additional personnel on existing space: None.

Other requirements not mentioned above: None

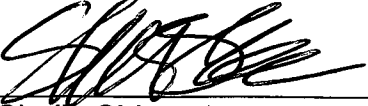
Department Head Signature



Date

6-24-10

SOLE SOURCE CHECKLIST
IN THE MEANTIME MEN'S GROUP, INCORPORATED

Check (✓)	<p style="text-align: center;">JUSTIFICATION FOR SOLE SOURCE PROCUREMENT OF SERVICES</p> <p><i>Identify applicable justification and provide documentation for each checked item.</i></p>
	➤ Only one bona fide source for the service exists; performance and price competition are not available.
	➤ Quick action is required (emergency situation)
	➤ Proposals have been solicited but no satisfactory proposals were received.
	➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
	➤ Maintenance service agreements exist on equipment which must be serviced by the authorized manufacturer's service representatives.
	➤ It is most cost-effective to obtain services by exercising an option under an existing contract.
	➤ It is the best interest of the County (e.g., administrative cost savings, too long a learning curve for a new service provider, etc.).
✓	➤ Other reason. Please explain: DPH has been working with ITMT since November 2008 on a smaller-scale randomized controlled trial to evaluate the efficacy of ITMT's MyLifeMyStyle intervention. This prior working relationship helped DPH leverage the larger CDC grant opportunity as MyLifeMyStyle was the only locally developed, homegrown HIV prevention for African American men who have sex with men that met all of CDC's applicant eligibility criteria.
	<div style="display: flex; justify-content: space-between;"> <div style="text-align: center;">  _____ Sheila Shima Deputy Chief Executive Officer, CEO </div> <div style="text-align: center;"> 7/21/10 _____ Date </div> </div>